

# Employee Handbook

January 2019

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## WELCOME

### **Congratulations on becoming a part of the American Shaman Franchise Systems team!**

We are proud and eager to bring you on board with us. This is an exciting opportunity for you to be part of a culture that is exclusively people-oriented, with a workplace that is truly distinct from any other. Our mission is more than just work; it's a passion, a part of our lives that transcends the time you merely spend clocked in. Every facet of this business is focused exclusively on its service to people.

Even beyond that, our company played an integral role in cultivating an industry that is now going through explosive growth after having been banned for the better part of 80 years. It is an exciting time and there is no better place to be to watch it grow! You'll soon get to see for yourself the amazing impact of this business, both by the products we offer, and by those that work to provide them.

We thank you for interest in the support of American Shaman Franchise Systems Inc. and are excited to see where the future takes you.

**Best wishes for success with the company...**

## INTRODUCTION

### Mission Statement:

American Shaman Franchise Systems Inc. is dedicated to bringing wellness to the world through CBD Hemp Oil derived from all natural, high quality industrial hemp. We offer fair business practices, philanthropy, sustainability, and the highest quality of CBD Hemp Oil available to those in need.

#### PURPOSE OF THIS EMPLOYEE HANBOOK

This Handbook (“Handbook”) was created for employees of American Shaman Franchise Systems Inc. (referred to herein as “American Shaman Franchise Systems Inc.” or the “Company”). This Handbook provides the employment policies of the Company and highlights the job performance expectations of the Company.

This Handbook has been prepared to inform you about American Shaman Franchise Systems Inc.’s employment practices and policies, and as well as the benefits provided to you as a valued employee and the conduct expected from you. This Handbook does not create a contract of employment, either express or implied. You will remain an “at will” employee of the Company at all times meaning either you, or the Company, can terminate your employment at any time for any lawful reason or no reason at all. You are responsible for reading this Handbook, familiarizing yourself with its contents, and adhering to all the policies and procedures of the Company set forth herein or otherwise made known to you.

American Shaman Franchise Systems Inc., at its option, may change, delete, suspend, or discontinue any part of parts of the policies in the Handbook at any time with or without prior notice. No statement or promise by a supervisor, manager, or department head may be interpreted as a change in policy, nor will it constitute an agreement with an employee.

Should any provision in this Handbook be found to be unenforceable and invalid, such finding does not invalidate the entire Handbook, but only the subject provision, and the invalid or enforceable provision, if permitted by the adjudicating authority, shall be replaced with like provision restricted or limited to remove the reasons for invalidity or unenforceability.

*Please note that this latest revision supersedes and replaces all prior versions of any employment guide or manual you may have received up to this point. Please read this Handbook accordingly.*

It is the responsibility of every employee to understand and uphold every policy of the Company. Any violation of any policy may result in negative consequences to your employment relationship with us, up to and including termination. If any employee has an issue or concern with any policy, or needs to report a violation of a policy, please refer to the *Reporting Employee Concerns* policy noted herein and seek immediate relief.

## Section 1: GENERAL EMPLOYMENT POLICIES

### 1-1 EQUAL OPPORTUNITY EMPLOYER

American Shaman Franchise Systems Inc. is an equal employment opportunity employer. American Shaman Franchise Systems Inc. will provide equal employment opportunities without regard to race, color, sex, age, disability, religion, national origin, marital status, sexual orientation, ancestry, political belief or activity, or status as a veteran.

The policy applies to all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation benefits, social and recreational programs, and all other conditions and privileges of employment in accordance with applicable federal, state, and local laws.

Equal employment opportunity notices are posted on appropriate employee bulletin boards as required by law. The notices summarize the rights of employees to equal opportunity in employment and list and names and addresses of various government agencies that may be contacted if any person believes he or she has been discriminated against.

Management is primarily responsible for seeing that American Shaman Franchise Systems Inc.'s equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone.

Employees should seek immediate relief by reporting cases of discrimination of any nature. Please refer to the ***Reporting Employee Concerns*** policy. Employees making good faith reports will not be retaliated against.

### 1-2 REQUESTS FOR DISABILITY ACCOMMODATION

American Shaman Franchise Systems Inc. is committed to taking all actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the Americans with Disabilities Act of 1990, as Amended (ADA) and any other applicable federal, state, and local laws. "Reasonable Accommodations" may be available to applicants and employees with a disability when the disability affects the performance of job functions. Any applicant and/or employee must request, in writing, the type of accommodation required, and submit such request to the HR Administrator for consideration. American Shaman Franchise Systems Inc. will assist applicants and employees with any reasonable accommodation request, whenever possible.

### 1-3 MANAGEMENT ACCESS & COMMUNICATION

All American Shaman Franchise Systems Inc. employees have full and equal access to speak with management on all matters regarding their employment. It is the policy of the Company to foster an open-door work climate which encourages employees to freely express their ideas and feelings related to their employment experience. We believe in the dignity of each individual and expect respect and openness from each of our employees. We insist on an open, honest dialogue between everyone working at American Shaman Franchise Systems Inc. Direct communication between employees and management is critical to the establishment of an open, honest working relationship. If problems arise during employment, open and honest discussion between parties usually resolves the matter. Every employee shares the responsibility of developing rewarding work relationships, and open, honest communication.

## 1-4 EMPLOYMENT ELIGIBILITY VERIFICATION

In compliance with the Immigration Reform and Control Act of 1986, as amended, each newly hired employee is required to furnish the appropriate documents verifying he or she is a United States citizen or a lawfully authorized alien worker. Upon reporting for the first day of work, you will be furnished an Employment Eligibility Verification Immigration Form (I-9) which you must complete within three days of your start date.

## 1-5 ANTI-NEPOTISM

Members of an employee's immediate family will be considered for employment on the basis of their qualifications. Immediate family may not be hired if employment would:

1. Create a supervisor/subordinate relationship with a family member,
2. Have the potential for creating an adverse impact on work performance; or
3. Create either an actual conflict of interest or the appearance of a conflict of interest.

This policy is also considered when assigning, transferring, or promoting an employee. For the purpose of the policy, immediate family includes spouse, parent, child, sibling, in-law, aunt, uncle, niece, nephew, grandparent, grandchild, and members of the same household. This policy also applies to employees in romantic relationships.

Employees who become immediate family members or establish a romantic relationship may continue employment as long as the employment does not violate the above restrictions, in which case American Shaman Franchise Systems Inc. will make reasonable efforts to resolve violations without terminating employment.

## 1-6 REPORTING EMPLOYEE CONCERNs

All employees of American Shaman Franchise Systems Inc. are expected to communicate any workplace issues or concerns first to their supervisor at any time for immediate attention. In the event the issue cannot be resolved with your supervisor, or if such person is an inappropriate person to resolve the concern, you should communicate your concerns to the Chief Operating Officer or to the Chief Executive Officer. You may submit a report verbally or in writing and may even submit such report anonymously if you choose. Reporting violations of any policy are to be reported in the same manner described herein, unless otherwise designated.

Employees that report any issue, concern, or violation in good faith will not be retaliated against. Likewise, anyone reporting an intentionally false claim will be subject to negative consequences to their employment, up to and including termination.

It is always the policy of American Shaman Franchise Systems Inc. that all employee issues and concerns be treated with respect and dignity. Management will take every effort to resolve matters in a timely and confidential manner. American Shaman Franchise Systems Inc. may ask that an employee subsequently communicate their concern in writing. Please note, however, complete confidentiality cannot be guaranteed in the investigation and resolution of all complaints. Any questions regarding who the appropriate person is to handle any policy issue or concern shall be directed to the HR Administrator.

## 1-7 WHISTLEBLOWER PROTECTION

It is the goal of American Shaman Franchise Systems Inc. to comply with all applicable federal, state, and local laws. Employees have the right to report in good faith what they reasonably believe to be a violation of state or federal law or conditions or practices that would put the health or safety of employees at risk. No employees will be discharged, threatened or discriminated against in any manner for reporting in good faith what they reasonably believe to be wrongdoing.

In the event an employee has reasonable cause to believe any employee, manager or other American Shaman Franchise Systems Inc. representative is failing to comply with applicable law, and/or is requesting the employee engage in conduct that violates applicable law, the employee should immediately report the situation and provide an opportunity for the situation to be remedied.

Any employee who believes he/she is being subjected to retaliation for exercising his/her rights under this policy should immediately report the situation. Nothing in this policy is intended to, or should be interpreted as, preventing or prohibiting an employee from cooperating with, or disclosing information to, an appropriate government or law enforcement agency.

## 1-8 CODE OF ETHICS & PROFESSIONAL CONDUCT

It is our sincere intent to provide you an environment free from intimidation, dishonesty, discrimination, and general distractions which may keep you from performing your job to your highest potential.

We expect all employees will always conduct themselves in a professional and forthright manner. Employees who fall short of this expectation will be subject to immediate corrective action, up to and including termination of employment.

While this is not an exclusive list, the following are examples of behaviors deemed unacceptable and contrary to our business ethics and expected code of conduct

- Accepting gifts or gratuities that may appear to influence decisions pertaining to the performance of the job;
- Making derogatory, inaccurate, or untruthful statements regarding American Shaman Franchise Systems Inc. or any employee, vendor, or client/customer in either verbal or written form;
- Unauthorized possession, and/or use of alcohol or illegal drugs in the workplace;
- Engaging in acts constituting a violation of law whether resulting in a conviction or committing any offenses involving immoral conduct which, in the opinion of management, is apt to adversely affect the normal discharge of the employee's duties and responsibilities, or to adversely affect other employees;
- Failure to notify your supervisor or co-owners of any of the above occurrences within 24 hours of said incident;
- Reckless or intentional misuse of the property of American Shaman Franchise Systems Inc.;
- Willful violation of American Shaman Franchise Systems Inc. policies on confidentiality or harassment and discrimination;
- vape or use of smokeless tobacco in the facility;
- No vape products are to be used inside the facility. No exceptions;
- Insubordination;
- Using profane or abusive language toward clients, co-workers, vendors, visitors;
- Stealing or damaging property of American Shaman Franchise Systems Inc. or other employees;
- Falsification of timekeeping data or any records for you or co-workers;
- Attempting to perform unauthorized activities, successfully or unsuccessfully, maliciously or otherwise, about employer computer resources, including remote devices;
- Harassing or coercing other employees, intentionally or unintentionally, or exhibiting conduct that negatively impacts conditions of employment for others;
- Harassing, fighting, or other acts of violence;

- Cursing, derogatory, or demeaning remarks toward anyone in the workplace;
- Theft of money or goods from other associates or customers;
- Possession unauthorized weapons, drugs or any other contraband on premises.

If you have any questions regarding American Shaman Franchise Systems Inc.'s general policies and procedures, please contact the HR Administrator.

Please report any kind of theft, loss, or unprofessional conduct to the HR Administrator immediately.

To maintain and build upon our Company's reputation and good name, we expect employees to adhere to the following minimum standards of conduct:

1. Business Ethics
  - a. We expect each employee of American Shaman Franchise Systems Inc. to ensure that his or her conduct uphold the good name and reputation of the Company and follow American Shaman Franchise Systems Inc.'s Code of Ethics. You must always act honorably, with integrity, and honesty, and the highest ethical standards, in your dealing with co-workers, customers, vendors, and the general public.
2. Common Courtesy
  - a. We expect that you will interact with customers, vendors, visitors, co-workers and the general public be it in person, via telephone, electronic messaging, or other medium of communication, in a courteous professional manner.
3. Attention to Your Work
  - a. We expect that you will adopt and use high standards of accuracy and quality in fulfilling your duties. Obviously, occasional mistakes occur. Please tell your supervisor immediately so it can be corrected. Small mistakes that are covered up instead of corrected quickly turn into large problems.
  - b. Personal calls during working hours may not be allowed under American Shaman Franchise Systems Inc. Safety rules. If personal calls are allowed during your workday, they should be kept to a minimum and be as brief as possible so as not to interfere with business. Personal calls should be made during regularly scheduled breaks if possible. Personal cell phone should be turned off during working hours.
  - c. All Employee are expected to "wear many hats", and no job is too small for any employee. We expect that each employee will accept and perform whatever tasks are assigned to them to the best of their ability.
4. Keeping Us Informed
  - a. It is important that we keep all employee records current and accurate, including but not limited to in connection with our employment benefits. Therefore, please inform your supervisor when changes occur in your life, e.g. if you marry, get divorced, change your name, have a child, change your home or mailing address, or in the event of change of the person you wish to be notified in case of an emergency.

## 1-8 CONFLICTS OF INTEREST

Employees should avoid any situation which involves or may involve a conflict between their personal interest and the interest of American Shaman Franchise Systems Inc. As in all other facets of their duties, employees dealing with the general public, suppliers, contractors, competitors, or any person doing or seeking to do business with American Shaman Franchise Systems Inc. are to act in the best interest of American Shaman Franchise Systems Inc. Each employee shall make prompt and full disclosure in writing of any potential situation which may involve a conflict of interest. Such conflicts may include:

1. Alternative employment or ownership interests in related or competing businesses;

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2. Participation in organizations or activities inconsistent with the mission, values, or interests of American Shaman Franchise Systems Inc. and/or its clients, customers, or key resources;
3. Social networking activities, blogging, and related public representations;
4. Ownership by employee or by a member of their family of a significant interest in any outside enterprise which does or seeks to do business with or is a competitor of American Shaman Franchise Systems Inc.;
5. Serving as an employee, director, officer, partner, and/or consultant or in a managerial or technical capacity with an outside enterprise which does or is seeking to do business with or is a competitor of American Shaman Franchise Systems Inc.
6. Acting as a broker, finder, go-between or otherwise for the benefit of a third party in transactions involving or potentially involving American Shaman Franchise Systems Inc. or its interests;
7. Any other arrangements or circumstances, including family or other personal relationships, which might dissuade the employee from acting in the best interest of American Shaman Franchise Systems Inc.

#### **1-10 CONFIDENTIALITY, NONDISCLOSURE, AND NONSOLICITATION**

Employee acknowledges and agrees that American Shaman Franchise Systems Inc. has a Protected Business Interest in the business of American Shaman Franchise Systems Inc. The Protected Business Interest includes, but is not limited to, American Shaman Franchise Systems Inc.'s list of customers and list of suppliers, sales information, marketing and promotional strategies, products, systems, pricing policies and information, customer fees, cancellation policies, advertising and interviewing techniques, manuals, systems, forms, patterns, recipes, techniques and other research, development and production methods and training in the area of running its business. These Protected Business Interests are the confidential knowledge and information of American Shaman Franchise Systems Inc. which can only be acquired by the Employee through employment and training by American Shaman Franchise Systems Inc.

Employee agrees that during the period of employment with American Shaman Franchise Systems Inc. and for a period of two (2) years after termination of employment, regardless of the reason for termination, the Employee shall not without the prior written consent of American Shaman Franchise Systems Inc. use, divulge, reveal, report, publish, transfer or disclose, directly or indirectly, for any purpose whatsoever any of American Shaman Franchise Systems Inc.'s Protected Business Interest as herein defined.

Employee further agrees that, in exchange for the aforementioned consideration, Employee will not, while employed by American Shaman Franchise Systems Inc. or at any time thereafter, recruit or solicit any then-current employee of American Shaman Franchise Systems Inc., whether on behalf of Employee or for any other third party, to leave their employment with American Shaman Franchise Systems Inc. to join employment in a competing business, or do any of the actions which Employee is prohibited from doing under this Agreement.

In the event any of the foregoing provisions shall be held invalid and unenforceable, the remaining parts thereof shall nevertheless continue to be valid and enforceable as though the invalid and unenforceable parts had not been included herein. In addition, if any provision of this Agreement is ever deemed to exceed the time, geographic or occupational limits permitted by applicable law, then such provision shall be reformed to the maximum time, geographic or occupational limitation permitted by the applicable laws.

## Section 2: WORKPLACE PRACTICES & SAFETY POLICIES

### 2-1 DRESS CODE & PROFESSIONAL APPEARANCE

Employees contribute to the corporate culture and reputation of American Shaman Franchise Systems Inc. in the way they present themselves. A professional appearance is essential to a favorable impression with all we come into contact. Good grooming and appropriate dress reflect employee pride and inspires confidence. As a representative of American Shaman Franchise Systems Inc., employees are expected to dress appropriately for the job, and reflect the image of the company. Business casual work attire is acceptable. If there are any concerns with attire, the supervisor will address them directly.

American Shaman Franchise Systems Inc.'s objectives in establishing dress codes are to maintain a professional yet comfortable working environment and to ensure that choices of attire are appropriate to the assigned tasks and do not pose safety hazards to employees or others. Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for time away from work. Consult your supervisor or department head if you have questions as to what constitutes appropriate attire.

American Shaman Franchise Inc. adheres to a business casual work environment. The following lists are meant to act as a guideline. While these lists are not intended to be all encompassing, we encourage all employees to exercise good judgement.

#### Pants

Slacks, khakis, and corduroys are acceptable forms of pants. Black or brown pantyhose and tights in conjunction with dresses or skirts are generally accepted. Inappropriate forms of pants would include jeans, shorts, sweatpants, overalls, leather, spandex, or other work-out wear.

#### Shirts

Blouses, sweaters, turtlenecks, cardigans, and button-down shirts, most suits, and most sport jackets are considered acceptable forms of shirts. Shirts that expose the midriff, spandex tops, T-shirts, tank tops, polo shirts, sweatshirts, muscle shifts, and jerseys are considered inappropriate forms of shirts.

#### Dresses and Skirts

Dresses and skirts that are reflective of an office environment are generally acceptable. Mini-skirts, spaghetti straps, open back, excessively low cut, beach/sun dresses, or revealing dresses are not acceptable forms of dresses or skirts.

#### Shoes and Footwear

Dress heels, boots, loafers, dress shoes, clogs, and flats are considered acceptable forms of shoes and footwear. Crocs, sandals, flipflops, Ugg boots, athletic shoes, slippers, open toe, and open heel shoes are not acceptable forms of shoes or footwear.

#### Headwear

Headwear is not appropriate in the workplace. Headwear required for religious purposes or cultural tradition are allowed.

#### Jewelry, Makeup, Perfume, and Cologne

Jewelry, makeup, perfume, and cologne is generally accepted so long as it is in good taste for a work environment. Some employees may be allergic or sensitive to certain chemicals in perfume or makeup, so please be respectful of these employees.

## 2-2 ACCEPTABLE USE OF INFORMATION TECHNOLOGY

All electronic hardware and software tools and technology used and available to all employees is for the express purpose and use of American Shaman Franchise Systems Inc.'s business. No employee has the right to remove any computer hardware or software belonging to American Shaman Franchise Systems Inc. All electronic and telephonic communication systems (including e-mail, voice mail, fax, etc.) and all communication and information transmitted by, received from, or stored in American Shaman Franchise Systems Inc. systems, are the property of American Shaman Franchise Systems Inc. Although personal use of computers, fax, voicemail, and cell phones is not absolutely prohibited, employees are to use good judgment in the personal use of such systems both as to access and time. Any use, even if personal, that is inappropriate, unlawful or offensive is prohibited.

We believe that good telephone habits are important because they establish goodwill with our customers, clients, and fellow employees. When answering the phone, please do so promptly and courteously, giving your name to the caller when appropriate. Use of the internet for unauthorized, unethical or illegal purposes is strictly prohibited. All Company data, including financial information, client information, employee information and any other related information is the property of American Shaman Franchise Systems Inc. No employee has the right to own, use, distribute, communicate, or remove any Company information belonging to American Shaman Franchise Systems Inc.

All violations of this information technology policy or use of the internet that violates any of our policies, may result in negative consequences to your employment with us, up to and including termination.

American Shaman Franchise Systems Inc. may provide you with access to various electronic messaging and computer systems so that you can communicate through electronic messaging (including FAX, telephone, text messaging, email, the internet, and the company's SharePoint site). Although electronic messaging is fast and efficient, your electronic message has the potential to seriously injure the company and your own reputation. Careless use of Company computer systems and mobile devices and electronic messages can result in discipline and termination of your employment.

Your use of the Company's computer system and mobile devices and the Company's electronic messaging systems from and after the date of this policy is your consent to the terms of this policy.

### **Your Electronic Messages and Company Files Do Not Belong to You**

Electronic messages that you send using the Company's e-mail system, your Company provided e-mail address, and the Company's computer systems do not belong to you and are the property of the Company. The Company has access to and stores a backup of all electronic messages you have sent and received using the Company's electronic messaging systems. The electronic messaging systems and the messages sent and received on the system are the property of the company. They are not your property. Although your e-mail and voice mail are password-protected, the Company always has access to all its computers, computer systems, email, and voice mail systems. You cannot change your password without the Company's permission or otherwise seek to secure your e-mail messages against access by the company. You must keep your password private and not share it with anyone except the system administrators.

Although the Company does not routinely monitor the content of individual messages, when it has a business need to do so, the Company reserves the right, at any time with or without notice to any employee, to access, use and disclose the contents of electronic messages received and/or sent via the Company's electronic messaging systems and of postings on the Internet or any other network. Preventing the Company from accessing these electronic messages is a violation of the Employee Handbook and will lead to disciplinary action and termination of your employment.

### **Personal Use Is Prohibited**

The Company's computer systems, mobile devices, and SharePoint site are for business use only; the Company does not condone the use of the Company's computer systems, mobile devices, and SharePoint for personal communications including social media websites. If someone is trying to contact you regarding your personal business, you should direct them to your personal e-mail. Just as you are expected to use the Company's electronic messaging system Company business only, you also should not use your own private e-mail for Company business. The company email address is the only e-mail address you should use for company business. Contact your supervisor or the Company's IT department if you need access to the Company's electronic messaging system.

### **Electronic Messages Should Be appropriate and Professional**

Your electronic message reflects on you personally and professional. You must use appropriate business decorum when communication within the Company, outside the Company, and on the Company's SharePoint site. Personal issues with the Company or other employees should be addressed by a private verbal conversation with your supervisor or human resources; the Company's electronic messaging system is not a forum for grievances. All electronic messages and posts you send must conform to the requirements of law regarding unlawful discrimination harassment, and defamation. The following misused of the Company's electronic messaging systems will not be tolerated:

- Circulating chain letter, solicitations, promoting pyramid schemes, or perpetrating a fraud;
- Introducing computer viruses or other "malware" into the Company's or another's computer systems or networks;
- Making defamatory remarks against any person or entity even in jest;
- Communication of profanity, offensive language, and sexually explicit words, descriptions, and material.

Offensive e-mails that violate this Employee Handbook will result in disciplinary action and termination of your employment.

### **2-3 RESTRICTIONS ON USE OF SOCIAL MEDIA AND THE INTERNET**

Employees should use the Internet solely for business purposes. You are not authorized to speak on behalf of the Company or engage in public discussions as a representative for the Company without management approval. Without exception, you may not share the Company's proprietary or confidential information. The Company logo and trademarks may not be used for any purpose without the explicit written permission of management. The Company reserves the right to request removal or modification of any media or content that is injurious to the Company and or the Company's employees.

### **2-4 COMPUTER SECURITY**

You are responsible for the security of computer systems you use. Computer systems, mobile devices, and all other technical systems provided by the Company and the Company's electronic messaging systems are provide for your work use. They are not your personal use or for use by family, friends, people outside the company, or unauthorized employees of the company. You must report all unauthorized use or suspected unauthorized use of your computer system and or mobile device to the Company IT administrators.

If you receive e-mail or downloads, it is your responsibility to scan them for viruses before you open them. Don't install software from any source or updates to your existing software on you PC without the express approval of the administrators. Do not open e-mail attachments and or downloaded files without scanning for

viruses or malware. If your computer system or mobile device does not have functions security software, please notify the Company IT administrator immediately.

## 2-5 WORK PRODUCT OWNERSHIP

The work you do while employed by American Shaman Franchise Systems Inc. belongs to American Shaman Franchise Systems Inc. American Shaman Franchise Systems Inc. retains legal ownership of the product of your work. No work product created while employed by American Shaman Franchise Systems Inc. can be claimed, construed, or presented as property of the individual, even after employment with American Shaman Franchise Systems Inc. has been terminated or the relevant project completed.

This includes written and electronic documents, audio and video recordings, and also any product or other concepts, ideas, or other intellectual property developed for American Shaman Franchise Systems Inc. or with more than incidental use of American Shaman Franchise Systems Inc.'s resources, regardless of whether the intellectual property or product is actually used by American Shaman Franchise Systems Inc..

Any inventions created prior to employment with American Shaman Franchise Systems Inc., must be disclosed when hired.

## 2-6 HARASSMENT & COERCION FREE WORKPLACE POLICY

The Company maintains a respectful, safe, productive atmosphere and is committed to maintaining a workplace that is free from any form of coercion or harassment because of race, color, religion, gender, national origin, ancestry, disability, age, genetic information, sexual orientation, gender identity, veteran status, and any other characteristic protected by applicable law. Coercion or harassment of the Company's employees by any employee or non-employee personnel including clients, vendors, and suppliers is a violation of the Company's policy and is prohibited.

Prohibited coercive conduct includes unwelcome conduct, whether verbal, non-verbal, physical, or visual, that is based on or relates to an individual's race, color, religion, gender, national origin, ancestry, disability, age, genetic information, veteran status, and any other characteristic protected by applicable law, and (1) has the purpose or effect of creating an intimidating, hostile or offensive working environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

### **What is Harassment?**

Harassment can take many forms and is not necessarily sexual in nature. "Harassment" may consist of any kind of unwelcome conduct or communication which is based on an individual's protected status, such as sex, race, color, ancestry, national origin, religion, age, physical or mental disability, or any other protected group status, and that results in a tangible employment action or that is severe or pervasive enough that it creates an intimidating, coercive, hostile, or offensive working environment. Forms of harassment include, but are not limited to bullying, name-calling; derogatory jokes; language or curses related to a protected status; and similar types of conduct that have the purpose or effect of creating an intimidating, hostile or offensive working environment.

### **Sexual Harassment**

Sexual harassment is a specific type of workplace harassment and consists of unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature when (1) submission to or rejection of this conduct is used explicitly or implicitly as a factor in decisions affecting hiring, evaluation, promotion, or other tangible employment actions, or (2) such conduct is severe or pervasive enough to

interfere with an individual's work performance or otherwise render the workplace intimidating, coercive, hostile or offensive to the reasonable person. Sexual harassment may be engaged in by either men or women and may be directed against men or women, regardless of sexual orientation.

The following are some examples of unacceptable behavior that constitutes sexual harassment:

- Unwelcome sexual advances, propositions, flirtations or innuendoes;
- Unwelcome written or verbal communication of epithets, slurs, derogatory jokes and comments, foul language, abuse, invitations, or comments;
- Unwelcome vulgar, offensive, or obscene language or gestures;
- Display a derogatory and/or sexually oriented posters, photographs, cartoons, drawings;
- Physical conduct such as assault, unwanted touching, blocking of normal movement, or interference with work;
- Whistling, leering or staring in an offensive manner;
- Comments about one's own or another individuals body, sexual prowess or deficiencies;
- Requests or demands for sex in exchange for an employment decision or continued employment, or as a condition of receiving employment benefits.

### **Responsibility**

All of American Shaman Franchise Systems Inc.'s employees have a responsibility for keeping our work environment free of harassment. The Human Resources Department is responsible for explaining the policy to employees, investigating claims of harassment, and reporting complaints, to the appropriate authorities. When management becomes aware that harassment might exist, it is obligated by law to take prompt and appropriate action, whether or not the victim wants the company to do so.

### **Reporting**

Any employee, who becomes aware of an incident of harassment, whether by witnessing the incident or being told of it, has a duty to promptly report it to their immediate supervisor or the Human Resources Department. Likewise, any supervisor or manager who becomes aware of possible sexual or other unlawful harassment must immediately advise the Human Resources Department, so it can be investigated in a timely and confidential manner. Employees may be asked to provide the Human Resources Department with a written statement about the alleged misconduct. All reports will be promptly investigated with due regard for the privacy of everyone involved. All inquiries, complaints and investigation are treated confidentially.

Retaliation against any individual who makes a good faith complaint or provides any information regarding harassment, including participation in a harassment investigation, will not be tolerated. Any individual who engages in retaliation is in violation of this policy and will be disciplined accordingly, up to the including termination.

### **Discipline**

Any employee found to have engaged in sexual or other harassment will be subject to disciplinary action, which may include termination of employment. Persons who violate this policy many also be subject to civil damages or criminal penalties.

It is not possible to define every action or word that could be interpreted as harassment. Harassment may encompass a wide range of verbal, physical and visual behaviors and may be sexual or non-sexual in nature. Each situation depends on several factors. In some cases, one incident will be sufficient to constitute harassment. In other cases, a pattern or series of incidents may be necessary. In addition, even if the behavior in question may not constitute harassment under applicable law or this policy, it may still be inappropriate in our workplace.

## 2-7 DRUG & ALCOHOL-FREE WORKPLACE

Drug abuse and alcohol abuse is dangerous. American Shaman Franchise Systems Inc. is committed to providing a healthy, safe, secure workplace free from substance abuse. ***Employees must be in their assigned workplaces at the scheduled time and in the proper mental and physical condition to perform their jobs.***

### ***Basic Statement of Policy***

The manufacture, distribution, dispensation, possession, use of or being under the influence of alcohol or a controlled substance is prohibited on company property or elsewhere during work-related activities. No Associate may perform job duties or be at work in any physical or mentally impaired state, and particularly should such impairment be due to the influence of alcohol or any legal or illegal drug or prescription.

### ***Use of Company Vehicles or Personal Vehicles on Company Business***

Employees may not operate a company business vehicle while under the influence and/or impairment of alcohol or drugs, illegal or as prescribed.

### ***Social and Recreational Events***

Alcohol consumption is prohibited within American Shaman Franchise Systems Inc. facilities and at company-sponsored social and recreational events, except as approved by the owners.

### ***Associate Assistance Program***

An employee who voluntarily seeks help with drug or alcohol problems will not be subject to disciplinary action based on the decision to seek help, and confidentiality is assured. If after the company has made an effort to assist the Associate continues to have an alcohol or drug problem, corrective action may be taken, up to and including termination of employment.

### ***Applicant and Employee Drug Testing***

In further support of a drug-free workplace, American Shaman Franchise Systems Inc. reserves the right to require all successful candidates for employment to submit to a urinalysis test for drugs. **A negative drug test result is a required condition of employment.**

A similar test and/or blood alcohol test **may be conducted** as part of the investigation of a work-related accident. Any accident that results in personal injury or property damage may result in testing. Examples include, but not limited to, loss of life or limb/digit, bone fractures, lacerations, crush injuries, injuries involving hospitalization.

When management has reason to believe an employee has reported to work under the influence of drugs or alcohol, that individual may be subject to a substance abuse test. **A positive test will be grounds for corrective action up to and including termination of employment.**

Employees who are enrolled in a drug or alcohol rehabilitation program will, for a period of 18 months following return to active status, be required to submit to periodic urinalysis testing (Post-rehabilitative Testing). A subsequent positive test will be grounds for disciplinary action up to and including termination of employment. An employee may be subject to disciplinary action, including termination of employment for refusing to submit to a drug or alcohol screen when required to do so by the company.

### ***Prescription Drugs***

Employees using prescription drugs may continue to work unless the Company determines that use of the drug poses a risk to the employee, co-workers, equipment, property or members of the public. Employees using prescription drugs should notify their manager if they or their physician believes a potential risk exists.

Based upon the circumstances, such as impairment level, type of work performed, and directions for the prescriptions, the Manager, along with the co-owners, will determine whether the Associate is fit for duty.

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## 2-10 WEAPONS, GUESTS & VISITORS IN THE WORKPLACE

No unauthorized weapons, ammunitions or contraband of any kind are allowed at any time on or within any premise managed or owned by American Shaman Franchise Systems Inc.

The definition of 'premises' included under this policy includes all of American Shaman Franchise Systems Inc.'s facilities, buildings, worksites, parking lots, and vehicles under the control of American Shaman Franchise Systems Inc., whether owned or leased.

Prohibited weapons include but are not limited to the following:

- Firearms including pistols, rifles, shotguns, and air guns;
- Knives with a blade longer than three inches;
- Metal or brass knuckles;
- Bows and arrows;
- Objects that can be used as weapons and not required to perform an employee's job such as scissors, tools, needles, poles, etc.;
- Hazardous or explosive substances including fireworks; and
- TASER weapons or stun guns.

Any employee found in violation of this policy will be subject to disciplinary action up to and including immediate termination. If you have questions or concerns regarding this policy, please contact Human Resources.

Firearms stored in personal vehicles on our property cannot be removed from the vehicle or brandished in the vehicle. Any person found in violation of this policy will be immediately asked to leave the premises. Bona fide, on-duty law enforcement officers are an exception. This policy is not intended to create any duty to act by the Company which is not otherwise required by law. Any employee who believes their life or lives of others is in imminent danger should call 911 immediately.

## 2-11 SAFETY IN THE WORKPLACE

### *Emergency Preparedness*

An Emergency Preparedness Program has been developed to address general safety processes, the Company's process for reporting incidents involving property damage, and visitor or client injury. The HR Administrator has a copy of the policy, which you are required to read. Please be aware of what actions to take in case of fire, flood, weather, etc. If possible and necessary, call 911 in the case of any safety or security emergency, and evacuate the area immediately closing doors behind you (do not lock doors), using planned routes. In a fire emergency, do not re-enter the building until the ALL CLEAR is given. In a tornado, all employees shall follow our SOP for their location as outlined by their manager during new hire training.

To further maintain a safe physical working environment, all employees are encouraged to practice safe work habits. If any employee should notice property damage, or an unsafe condition or hazard in any area, this should be reported immediately to the manager on duty.

Incidents occurring in any Company facilities (or on the grounds immediately surrounding) involving employees shall be reported to the manager on duty. All employees will provide an emergency contact to the HR Administrator and this will be kept on the employee roster.

### *Safety Rules*

It is the policy of the Company to provide a safe place of employment for all employees. For this reason, we have established procedure and policies in line with safety regulations as they pertain to our industry and operations to minimize the risk of injuries on the job.

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We cannot provide a safe workplace without your help. We count on you to make certain you always do your job safely. There is no job so important—nor any service so urgent—that we cannot take time to work safely. Employees must report work-related injuries, illnesses, and incidents and American Shaman Franchise Systems Inc. will not retaliate against any employees for making such a report.

Please always adhere to the following general safety guidelines:

1. Follow instructions. Do not take chances. Ask if you do not know how to perform a task.
2. Immediately report to your supervisor any unsafe condition or practice you think might cause injury to employees or others or damage to property.
3. always Maintain good housekeeping in your area. All walkways, aisle ways, stairways and points of access should be clean and free from falling hazards. Clean up all spilled materials as soon as possible according to established procedures.
4. Follow all operating instructions provided with any equipment used in the course of your job.
5. Do not participate in horseplay.
6. Do not participate in any unsafe act that may endanger you or your fellow employees.
7. Lift objects safely, using your legs not your back.
8. All on-the-job injuries and illnesses, no matter how minor, must be reported immediately to your supervisor, and follow his or her instructions.
9. The use of cell phone, while on the job can be distracting, leading to a safety hazard.
10. Headphones or earbuds are prohibited except during breaks in designated break areas.
11. The admission of family members, friends and other non-work-related guests into the workplace is strongly discouraged. Guests should never be permitted in the production facility unless accompanied at all times by a manager. If it is absolutely necessary to receive a non-work-related guest during working hours, employees shall ensure that such individuals are appropriately attired in accordance with the Company's dress code.

#### ***Workplace Injuries***

If your shift is cancelled because of the weather, you will be paid for that time. If American Shaman Franchise Systems Inc. closes early, you will be paid the remaining hours of your shift.

Injuries to employees while on duty will be treated expeditiously. All injuries and incidences must be formally reported on an Incident Report, facilitated by your supervisor. For purposes of this policy, an injury to an employee while on duty is defined as an accidental injury suffered in the course and scope of an employee's work or an illness suffered by an employee which can be directly and independently attributed to his/her work or work assignment.

Each employee is responsible for reporting all work related injuries or illnesses to their immediate supervisor and the supervisor reports to the HR administrator as soon as possible. An employee should not diagnose or treat injuries where medical treatment is necessary. The employee suffering an "injury on the job" where medical treatment is necessary is required to undergo examination. An employee injured on the job will incur a drug screen test at the designated medical care facility. An employee who is injured on the job and who refuses medical treatment will be required to sign the incident report, annotated with the phrase "I refuse medical treatment from the physician on duty at the pre-designated medical care facility".

#### **2-12 EMERGENCY CLOSING**

American Shaman Franchise Systems Inc. will make every effort to remain open for business on scheduled workdays; however, there may be extenuating circumstances (weather or other emergency) that require the closing of our facilities to the public. In the event that such a situation occurs, an announcement will be made and those not at work will be notified by phone.

## Section 3: HIRING & EMPLOYMENT STATUS POLICIES

### 3-1 PRE-EMPLOYMENT REFERENCES & SCREENING

It is the policy of American Shaman Franchise Systems Inc. to investigate information submitted on the employment application form and to conduct a thorough background screening for applicants seriously considered for employment or those conditionally offered employment. Pre-employment screening will typically include drug screening, verification of an applicant's social security number and a review of an applicant's conviction record, including their driving record. In all cases, falsified information or misrepresentation of credentials (e.g., employment

history or education) is unacceptable and may result in immediate termination of the hiring process or termination of employment. Inadvertent discrepancies (e.g., reasonable error in a date) may be acceptable upon follow-up verification.

### 3-2 EMPLOYMENT STATUS

All employees will be assigned an employment status which identifies the employee's work schedule and employment position status. An employment status criterion is necessary for purposes of benefit eligibility and payroll related matters. Employees are responsible for being aware of their work schedule and position status.

All employees will be assigned into the following classifications;

#### ***Position Status - Regular***

Employees assigned to positions within departments with expectation of being a "regularly scheduled" employee (e.g., working in more than a seasonal or sporadic schedule).

#### ***Position Status - Seasonal/ On-Call***

Employees assigned to positions within departments with the expectation of being scheduled on an 'as needed' or 'seasonal' basis.

#### ***Full-time Employees***

Full-time employees are scheduled to work a minimum of 30 hours per week. They are eligible for benefits after completing qualifying service requirements provided, they are scheduled to work a minimum of 30 hours per week.

#### ***Part-time Employees***

Part-time employees are scheduled to work less than 30 hours per week. Part-time employees are not eligible for health and welfare benefits. There may be seasonal exceptions where an employee will work more than 30 hours a week due to busy season. These will be dealt with on a case by case basis.

### 3-3 TERMINATION OF EMPLOYMENT

Termination of employment is an inevitable part of the personnel activity within any organization. Typically, a termination will fall under one of the following categories:

- **Voluntary resignation** – Although advance notice is not required, American Shaman Franchise Systems Inc. requests that you provide at least two (2) weeks written notice to your supervisor. Professional staff are expected to provide at least four (4) weeks written notice.
- **Termination** – When you are involuntarily discharged from employment, you will be paid for the time you worked through your last day of actual work.
- **Voluntary quit** – When advanced notice is not provided, or you have been away from work without

notification to American Shaman Franchise Systems Inc., or when you fail to return to work upon expiration of a leave of absence, you are considered to have voluntarily quit your position. You will be paid for the time you worked through your last day of actual work.

In the case of termination, the employee will receive his/her final paycheck as required under state or Federal law. Where allowed by law, the employee expressly authorizes American Shaman Franchise Systems Inc. to deduct from his or her final pay, any debts or outstanding obligations owed to American Shaman Franchise Systems Inc. by the employee including the value of any company property not properly returned.

Also, upon termination, benefit plan participants will receive benefit continuation information in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) guidelines, as applicable. This notice will contain important information about the employee's rights and obligations under the law.

Former employees that come to an American Shaman Franchise Systems Inc. site are considered visitors and are requested to follow the appropriate procedures of checking in at the desk and signing the visitor log.

#### 3-4 PERSONAL DATA CHANGES

You are responsible for notifying the Human Resources Administrator promptly following any changes in personal data. Examples of changes in personal data include name, address, telephone number, emergency contact information, marital status, dependents, selective service status, beneficiaries, and emergency contact information. Each employee is responsible for updating W-4 form in writing; verbal updates will not be honored. Acceptance of employment with American Shaman Franchise Systems Inc. certifies that all information provided at time of application submission by the employee contained within the personnel paperwork is true and complete to the best of employee's knowledge.

### Section 4: BENEFITS POLICIES

#### 4-1 ELIGIBILITY FOR EMPLOYEE BENEFITS

Employees working 30 or more hours per week become eligible for medical and dental benefits the first of the month following completion of 30 days of employment. Part time employees, working fewer than 30 hours per week, are eligible for vacation providing they meet other eligibility requirements. Some benefits will be prorated in proportion to the number of hours worked per week by full time employees.

Employees with questions should refer to the Benefits Summary or contact the Human Resources Administrator.

#### 4-2 BENEFITS UPON RESIGNATION/TERMINATION

Employment is "at will". The effective date of termination shall be the employee's last working day. Upon termination, employees will be paid for accrued vacation hours earned.

Employees are asked to put their resignation in writing at least two weeks prior to resigning and forward such to their supervisor/manager. Upon any termination of employment, the employee will receive benefit continuation information in accordance with the COBRA guidelines. This information will be mailed to the employee's home address.

Employees with any questions regarding employee benefits should contact The Human Resources Administrator.

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## Section 5: COMPENSATION POLICIES

### 5-1 FLSA- EMPLOYMENT CLASSIFICATIONS

All job positions will be assigned a Fair Labor Standards Act ("FLSA") status which identifies the position's classification. Employees are responsible for being aware of their FLSA status, and for submission of proper documentation relating to time worked. All job positions will be assigned one of the following classifications

**Exempt** Job positions which are "exempt" from federal and/or state wage and hour laws regarding the payment of overtime wages. Employees who hold 'exempt' positions are typically paid a weekly salary amount, regardless of hours worked.

**Non-Exempt** Job positions which are subject to federal and/or state wage and hour considerations, including payment for overtime. Employees who hold 'non-exempt' positions are paid an hourly rate for all hours worked.

### 5-2 ATTENDANCE

Employees are expected to be in their assigned workplaces at their scheduled time and in the proper mental and physical condition to perform their jobs. Regular attendance and punctuality are expected from all employees. Arriving late, departing early and frequent absences are not acceptable. Employees are tardy and/or absent from work may be subject to discipline, up to and including termination.

You are required to notify your supervisor as far in advance as possible when you know you will be absent. It is also your responsibility to keep your supervisor informed as to the duration of the absence so that work can be reassigned. If you are ill or have an emergency that will keep you from reporting to work, you should notify your supervisor by telephone as soon as practicable, preferably as early as possible (within 2 hours) prior to their scheduled work time.

Please call or email and make contact with your immediate supervisor (voicemails are not acceptable) to ensure we are aware of your status.

Failure to report to work for three (3) days without personally notifying your supervisor will be considered voluntary termination of employment. Employees absent for serious injury, surgery, hospitalization, communicable or infectious disease, pregnancy complication, or illness lasting more than five days should notify their supervisor to discuss leave of absence options and must provide a release signed by a physician to their supervisor to assure a safe return to regular job duties.

### 5-3 TIMEKEEPING & BREAKS

#### **Timekeeping**

All non-exempt employees or employees paid on an hourly basis are required to personally log their time in and out of the worksite daily, using the timekeeping system in place. All non-exempt employees are responsible for the timely and accurate recording of their time in the workplace daily. Issues of timekeeping irregularities or time entries inconsistent with scheduled shifts are considered a work performance deficiency and are subject to discipline, up to and including termination. No employee is allowed to time in or out on behalf of another person. Such action is considered a falsification of Company records and may be grounds for discipline, up to and including termination.

Employees should complete an Absence Notice Form to send to their supervisor for approval of any paid time off benefits. Supervisors will record and process all paid time off requests as appropriate, prior to each payroll submission when applicable. All employees are responsible for the timely and accurate submission of all requests for time off benefits.

#### **Breaks**

Breaks may be offered pursuant to state and federal law.

### **5-4 PAYMENT OF CORRECT WAGES**

It is the policy of American Shaman Franchise Systems Inc. to comply with all local, state, and federal laws associated with the timely and accurate payment of wages due. All employees are paid on a weekly basis. If a pay date falls on a holiday, Saturday, or Sunday, the formal payday will be the workday prior to the pay date. American Shaman Franchise Systems Inc. will correct paycheck problems as soon as possible after being notified by an employee of payroll discrepancies in a manner most reasonable to both the employee as well as the Company.

Employees must timely notify their supervisor upon discovery of a lost or stolen paycheck. The Company will make arrangements for stopping payment on the lost check and will communicate any fees to be charged in relation to the transaction. After the stop payment is confirmed, a new check will be generated. Management will notify the employee when a replacement check is available. American Shaman Franchise Systems Inc. reserves the right to charge a stop payment fee and/or replacement charge for all lost paychecks.

#### **Performance Reviews**

Your Supervisor is continuously evaluating your job performance. Day-to-day interaction between you and your supervisor should give you a sense of how your supervisor perceives your performance.

The Company may, in its discretion, elect to conduct formal reviews at various times through the year. During formal performance reviews, your supervisor will consider the following things, among others:

- Attendance, initiative and effort
- Job Knowledge
- Quality and Productivity
- Safety
- Interpersonal Behaviors
- Communication Skills
- Problem Solving

The primary reason for performance reviews is to identify your strengths and weaknesses in order to reinforce your good habits and develop ways to improve in your weaker areas. This is a good time to discuss your interests and future goals. Your manager is interested in helping you progress and grow to the extent that the needs of American Shaman Franchise Systems Inc. present such opportunities.

Wage and Salary increases are at the discretion of management and may be based upon individual merit and overall performance. In general, wage and salary increases are determined at the end of the calendar year and are effective beginning with the first full pay period of the following calendar year.

### **5-5 OVERTIME PAY**

Non-exempt employees will be paid an overtime rate consistent with state and federal law. Non-exempt Employees are not allowed to work outside of their scheduled hours of work unless specifically requested to do so by their supervisor. Exempt employees are not entitled to overtime pay.

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Only "regular hours" worked are used in overtime calculations. No paid time off benefits will be included in the calculation of hours subject to overtime pay. Hours excluded from overtime calculations include, but are not limited to, personal days off, vacation, sick, holiday pay, jury/witness duty, military leave, voting and bereavement. Employees are responsible for the accurate accounting of all hours worked on designated timekeeping documents or system.

## 5-6 PAID TIME OFF: HOLIDAYS

Employees who are required to work on holidays (Memorial Day, Independence Day and Labor Day) will be compensated as follows

- Any non-exempt employees will be compensated at 1.5 times the regular pay rate per hour for any hours actually worked on the holiday.
- Exempt employee will receive an extra flex day to use within 60 days of the worked holiday.

If a recognized holiday occurs during a full-time employee's planned and authorized absence, such as vacation, or if the holiday occurs during a "Paid Leave", the employee will not have to use their paid time off benefit.

Holidays that occur during the period of an employee's unpaid leave will not be paid.

A full-time employee for whom the holiday falls on a regularly scheduled day off will receive holiday pay and a separate day off for that given week, provided the department supervisor approves and determines it will not disrupt operations.

Depending on the department involved, recognized paid holidays occurring on Saturdays may be observed on the preceding Friday and recognized paid holidays occurring on Sundays will be observed on the following Monday.

American Shaman Franchise Systems Inc. recognizes the following paid holidays each year;

New Year's Day	Memorial Day	Independence Day
Labor Day	Thanksgiving	Day after Thanksgiving
Christmas Eve	Christmas Day	Day after Christmas Day

\*To receive holiday pay you must work the workday before and the day after the holiday.

Holiday pay is based upon an 8-hour day, regardless of the duration of your ordinary shift. You are not eligible to receive pay for holiday that falls within a leave of absence. Also, unless otherwise approved by your supervisor, you are not eligible to receive pay for a holiday unless you have worked both the day preceding and the scheduled day following a holiday.

An employee may take time off to observe religious holidays with advance notice to his or her supervisor. Employees may use accrued PTO for this purpose or may take unpaid leave.

## 5-7 PAID TIME OFF – VACATION

The Company offers “regular status” employees (those scheduled for 30 hours weekly) accrued vacation benefits as described below after working at American Shaman Franchise Systems Inc. for 90 days. Employees are accountable and responsible for managing their time off from work.

Length of Employment	Annual Equivalent per Calendar Year*
Less than 1 year	6 hours per month worked
1 year	10 days
2-5 years	15 days
6-10 years	20 days
Greater than 10 years	25 days

\*Annual Maximum PTO Accrual are based on employee having 2080 paid hours per year (40 hours per week).

### Additional details

1. If an employee transfers from part-time to full-time, vacation pay is pro-rated based on accrued hours worked during the 12 months prior to their anniversary. Vacation eligibility is governed by the original start date.
2. Vacation may be taken any time during the calendar year, provided the employee requests before the start of their scheduled shift and has their supervisor's approval.
3. Reasonable efforts will be made to provide employees with their preferred dates of vacation. If, due to conflicts or workload is such that a specific date cannot be made available, volunteers will be sought to shift their vacation time. If the problem is not resolved on a voluntary basis, changes in vacation time can be required on a first come, first serve basis or Company seniority may be a consideration used in making that decision.
4. Vacation must be used prior to any approved time off without pay. Generally, associates cannot take time off without pay, except for unexpected circumstances and only with approval of the supervisor.

## 5-8 PAID TIME OFF – BEREAVEMENT, JURY DUTY, & VOTING

### Bereavement Leave

Employees may be granted up to three (3) days paid leave to attend the funeral of members of their immediate family. The immediate family includes the employee's (1) parents (2) grandparents; (3) spouse; (4) brothers and sisters; (5) children; (6) grandchildren; and (7) the same immediate family members of their spouse.

### Jury Duty

An Employee who receives notice to appear for jury duty should notify his or her supervisor immediately. American Shaman Franchise Systems Inc. will provide regular, full time status employees full pay while on jury duty provided the employee presents proof of duty served. Hours or schedules not in conflict with jury duty will not be paid.

### Voting

American Shaman Franchise Systems Inc. will provide up to three hours paid leave to vote for employees who do not have sufficient time outside their working hours to vote in any city, county, state, or federal election. If the polls are open before or after the work shift, however, the voter employee may only take such time off that, when added to the amount of time before or after work that the polls are open, does not exceed two hours.

Employees must communicate all absence requests in a timely manner and submit relevant documentation to their supervisor.

## 5-9 LEAVE OF ABSENCE: MEDICAL

Full-time/Part time employees who are unable to work due to illness or injury (including pregnancy or surgery) may be granted a leave of absence for the duration of the illness, not to exceed 90 days. The Department Manager will determine whether the request for leave will be granted. Employees who wish to request a medical leave of absence must make their request in writing using the Absence Notice Form to their supervisor with a copy to The Human Resources Administrator as soon as they anticipate the need for leave of absence. Employees will be required to provide a Physician's Certification Form.

Any extension of medical leave of absence must be reviewed and approved by the CEO or President on an individual basis. If the employee has accrued or earned paid time off, sick leave or any other types of paid time off available, the employee must use this first and take the remainder of the time off as unpaid leave.

American Shaman Franchise Systems Inc. will make every reasonable effort to return an employee who is forced to take a medical leave of absence to the same job he or she held before or to another position, if available. However, American Shaman Franchise Systems Inc. will not guarantee a job to an employee whose leave exceeds 90 days.

Prior to returning to work, employees will be requested to provide a return to work statement from their physician, including any limitations that may affect the employee's ability to perform their job duties.

It is the employee's responsibility to keep their supervisor and Human Resources Administrator properly informed as to any medical complications and any change in plans concerning his/her desire to return to work.

## 5-10 UNPAID PERSONAL LEAVE OF ABSENCE

An unpaid leave of absence (defined as five or more consecutive days) may be approved for full-time employees who have at least six months of qualifying service. The maximum allowable amount of unpaid leave of absence is a total of thirty (30) calendar days.

If the employee has accrued or earned paid time off available, the employee must use this time off concurrent with any formal leave of absence, and then then take additional time as unpaid leave.

All requests for unpaid, personal leave of absence should be submitted by the employee in writing at least 15 days in advance and approved by their supervisor in conjunction with the CEO or President. Documentation must be provided by the employee to support the reason for requesting the leave.

**Personal leaves are not job protected.** Reinstatement from a personal leave is not guaranteed. Reinstatement must be requested in writing at least 10 days prior to the leave ending. If the employee's former position is available, he or she will be reinstated into that position pending the approval of the CEO or President. If the employee's former position is not available, the employee may apply for other open positions. If the employee is not reassigned into another position within the pay period of returning to work, American Shaman Franchise Systems Inc. will consider the employee to have voluntarily terminated. These employees are eligible to reapply for future employment by applying to the designated hiring manager.

Employee health and welfare benefits are available to all employees while on leave of absence. Employees must make suitable arrangements to pay their portion of the cost of such benefits while on personal leave of absence. Those arrangements can be made through Human Resources.

Paid time off benefits, holiday pay and related benefits based upon 'active employment' are not accrued or available to employees while on a leave of absence.

## 5-11 MILITARY LEAVE OF ABSENCE

American Shaman Franchise Systems Inc. is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is American Shaman Franchise Systems Inc.'s policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under this policy.

### **TEMPORARY (TWO-WEEK) MILITARY LEAVE**

In addition to the rights and benefits provided to employees taking Extended Military Leave (as described in this policy), eligible employees who must be absent from their job for a period of not more than ten working days each year in order to participate in temporary military duty are entitled to as many as ten days unpaid military leave. All benefits will continue during an employee's temporary military leave.

### **ALL OTHER (EXTENDED) MILITARY LEAVE**

Employees directed to participate in extended military duties in the U.S. Armed Forces that exceed ten working days will be placed on an unpaid military leave of absence status for a period of as long as five years. American Shaman Franchise Systems Inc. will re-employ employees returning from military service in compliance with the Military Selective Service Act of 1967, and Title 38 as amended, as well as the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994.

## 5-12 – FAMILY AND MEDICAL LEAVE

This section of the Employee Handbook details your rights under the Family and Medical Leave Act (FMLA). *If you wish to explore a leave of absence under this policy, please see your supervisor and/or your Human Resources resource for details.*

### **Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care, or childbirth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

### **Military Family Leave Entitlements**

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service-member during a single 12-month period. A covered service member is:

- (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*; or
- (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

\*The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition".

### **Benefits and Protections**

*During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.*

*Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.*

### **Eligibility Requirements**

*Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months\*, and if at least 50 employees are employed by the employer within 75 miles.*

### **Definition of Serious Health Condition**

*A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities.*

*Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.*

### **Use of Leave**

*An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.*

### **Substitution of Paid Leave for Unpaid Leave**

*Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.*

### **Employee Responsibilities**

*Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.*

*Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.*

### **Employer Responsibilities**

*Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.*

*Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.*

#### ***Unlawful Acts by Employers***

*FMLA makes it unlawful for any employer to:*

- *interfere with, restrain, or deny the exercise of any right provided under FMLA; and*
- *discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.*

## Section 6: PRIVACY POLICIES

### 6-1 PRIVACY & SOCIAL MEDIA

American Shaman Franchise Systems Inc. recognizes that social media and networking sites are valuable marketing tools that have the ability to enhance our profile in the community and strengthen our brand. We also realize the legal rights employees have to communicate through social media, and we make no intent to limit such rights as may be allowed by law.

Unless expressly permitted or authorized to do so, no employee has the right to speak on behalf of American Shaman Franchise Systems Inc. Employees who choose to participate in social media and social networking are representing themselves personally. As such, any consequences associated with an employee's decision to communicate through any social media outlet is the sole responsibility of the individual. Any loss, harm or malice caused by such communication will be the express responsibility of the individual employee to manage and defend.

Employees are expected to use their professional judgment and comply with all other company policies governing the use of technology and proprietary information, including policies and sections so referenced in this employment guide. We provide these guidelines for appropriate online conduct and to avoid the misuse of this communication medium.

- Personal social media activities should not interfere with work commitments.
- Information published on social networking sites, blogs, forums or other social media should comply with the company's confidentiality and disclosure of proprietary data policies.
- Speak respectfully about our current, former and potential clients, partners, employees and competitors. Do not engage in name-calling or behavior that will reflect negatively on your or American Shaman Franchise Systems Inc. reputations.
- As an American Shaman Franchise Systems Inc. employee, be aware that you are responsible for the content you post, and that information remains in cyberspace forever.

Use privacy settings when appropriate. However, remember that the internet is immediate, and nothing posted is ever truly private nor does it expire.

- If you see unfavorable opinions, negative comments or criticism about yourself or American Shaman Franchise Systems Inc., please do not try to have the post removed or send a written reply that will escalate the situation. Forward this information to the Chief Executive Officer.
- Be respectful of others.
- Do not post obscenities, slurs or personal attacks that can damage both your reputation as well as the Company.
- Do not infringe on copyrights or trademarks. Don't use images without permission and remember to cite where you saw information if it's not your own thoughts. Company logos and trademarks may not be used without written consent.
- Be aware that you are not anonymous when you make online comments. Information on your networking profiles is published in a very public place. Even if you post anonymously or under a pseudonym, your identity can still be revealed.
- If contacted by the media, please refer them to the Chief Executive Officer.

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January 2019

American Shaman Franchise Systems Inc. may monitor content out on the web and reserves the right to remove posts that violate this policy.

## 6-2 PERSONNEL RECORDS

All personnel records and related employment documentation are the property of American Shaman Franchise Systems Inc. The Company is responsible for the maintenance and retention of all official personnel files and related information, consistent with all applicable state and federal laws and regulations. As the party responsible for this information, American Shaman Franchise Systems Inc. also assumes the liability for safeguarding employees' privacy rights with this information, and ensuring such information is maintained in a confidential manner.

The availability of personnel folders is limited to those with a business need-to-know. Subsequent to a written request, employees may review information in their personnel folder with their supervisor or The Human Resources Administrator. Employee personnel folders contain only that information which is required for business or legal reasons.

## 6-3 REFERENCES & INQUIRIES ON EMPLOYEES

Employees should refer all inquiries (whether written or oral) for any information about current or previous employees to the Human Resources Administrator for employment verification. We will only verify dates of employment, department and job title. The Human Resources Administrator will release salary and certain other pertinent information only upon receipt of written authorization from a current or previous employee.

Employees specifically requesting certain information regarding their employment be released to particular outside concerns must provide written authorization indicating the nature and addressee of all such requests for information.

American Shaman Franchise Systems Inc. will respond and release certain information as may be required by law. Unless expressly and specifically approved through The Human Resources Administrator, no employee is allowed to provide information to any outside sources regarding compensation, job performance, status, potential, or basis for termination on a current or previous employee.

## 6-4 HIPAA – PRIVACY OF EMPLOYEE PRIVATE HEALTH INFORMATION

All employee health records and related employment documentation are the property of American Shaman Franchise Systems Inc. American Shaman Franchise Systems Inc. is responsible for the security, maintenance, and retention of all private health information ("PHI") collected or received, directly or indirectly, consistent with all applicable state and federal laws and regulations.

As the party responsible for this information, American Shaman Franchise Systems Inc. also assumes the liability for safeguarding employees' privacy rights with this information, and ensuring such information is maintained in a secure and confidential manner.

The availability of PHI is limited to those with a business need-to-know. All PHI information is to be filed and maintained separately from all other personnel files. Any employee can review their PHI records, with reasonable notice given to the Human Resource Officer at any time.

## 6-5 HIPAA COMPLAINT PROCEDURES RELATED TO PRIVACY OF PHI

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Individuals have a right to file a confidential complaint with American Shaman Franchise Systems Inc. regarding known or suspected violation of established Privacy/Security policies designed to protect employee information, without risk of intimidation or retaliation.

Any individual, including employees, may report known or suspected compliance violations through direct contact with the Human Resources Administrator. The individual filing the report is not required to provide his/her name but shall be advised that the absence of such information may hinder or prevent an investigation.

Information regarding how to contact the Human Resources Administrator shall be readily available to employees and other interested parties. Under no circumstances shall American Shaman Franchise Systems Inc. intimidate, threaten, coerce, discriminate against, or take other retaliatory action against an individual who files a report.

## WE'RE GLAD YOU'RE WITH US

We want your employment with us to be a satisfying and personally rewarding experience. If you have any concerns at any time about the organization, questions about formal policies, your job, or any other related matters, please contact your supervisor, any member of the American Shaman Franchise Systems Inc. management team or your Human Resources representative.

## ACKNOWLEDGEMENT FORM

### **EMPLOYMENT HANDBOOK**

This page of the American Shaman Franchise Systems Inc. Employment Guide is to verify that you have received, read, and agreed to uphold the general employment related standards as outlined in this document. The purpose of this Guide is to ensure you are familiar with some of the essential philosophies, standards, benefits, and privileges associated with working at our organization. This Guide is in no way intended to reflect a complete reference of all the organization's policies.

American Shaman Franchise Systems Inc. reserves the right to alter, revoke or change any policy at any time without prior notice. We will communicate changes to you as they occur in a reasonable fashion.

***Please note that this revision supersedes and replaces all prior versions of any employment guide or manual you may have received up to this point. Please read this manual accordingly.***

All questions or answers not found in this manual should be directed to your supervisor, company owners, or your local human resources representative.

Please sign and return this Acknowledgement Form to the American Shaman Franchise Systems Inc. Human Resource Representative.

I have read American Shaman Franchise Systems Inc.'s Employee Handbook, in its entirety. I have been given an opportunity to ask any questions I might have about it, and I know where to go for further information or assistance on anything related to my employment experience with American Shaman Franchise Systems Inc.

**By signing below, I certify that I am not aware of any instance that has occurred prior to the Date indicated below wherein either I have been subjected to, or witnessed another employee subjected to, any of the prohibited discriminatory conduct, or retaliation for such conduct, listed in this Handbook. Conversely, if the Employee is aware of such event where either she/he, or another employee, has been subjected to such discriminatory conduct, she/he is instructed not to sign this Handbook and promptly report any such event.**

I further acknowledge that my employment with American Shaman Franchise Systems Inc. is "at will," and that there are no separate contractual agreements or commitments related to my employment. As such, I understand that either American Shaman Franchise Systems Inc. or I may end this employment relationship with or without cause, at any time, for any reason, with or without notice.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

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January 2019

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Print Name Sage Pina

Signature Sage

Date 01/02/2020